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IN THE CIRCUIT COURT OF MARYLAND FOR WASHINGTON COUNTY

JUSTIN K. HOLDER

Plaintiff

v.

MILES AND STOCKBRIDGE, P. C.,
30 West Patrick Street, Suite 600
Frederick, Maryland 21701

Defendant(s)

C-21-CV-23-000473

CASE NO.: C-21-CV-_____

COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiff, Justin Kyle Holder ("Mr. Holder"), in proper person, hereby files this Complaint against Defendant, Miles and Stockbridge, ("M&S") and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Mr. Holder is an adult resident of Washington County in the State of Maryland. Mr. Holder receives his mail at 308 West Chapline Street, Sharpsburg, Maryland 21782. Mr. Holder pays property taxes to the Town of Keedysville, for his land that he occupies, and possesses openly, notoriously, continuously, exclusively, and under an unchallenged and superior claim to title, located partly within the corporate limits of the Town of Keedysville, Maryland. Mr. Holder also has a business interest in the district of Keedysville, Maryland, and holds a bare license to lawfully occupy and possess land in and around a subdivision commonly known as Stonecrest circle, at or near other property commonly known as 30 Antietam Drive, in Keedysville, Maryland.
2. Uncle Eddies brokedown palace LLC is a New Mexico LLC in good standing with the State of Maryland, (sometimes herein referred to as "Uncle Eddies") which owns real property in the Town of Keedysville, Maryland, generally described as a peninsula,

situated at the end of Antietam Dr in Keedysville, Maryland, bordered by the "Waters of the State" commonly known as "Little Antietam Creek" on three sides and bordered by an "abandoned" railroad line on the south side, ("Uncle Eddies' property").

3. Deena Holder ("Mrs. Holder") is Plaintiff's wife and mother of Plaintiff's children, she also owns real property in the Town of Keedysville, Maryland bordering Uncle Eddies' property, sitting on a bluff above the "Little Antietam Creek," ("Mrs. Holder's property").
4. Defendant, Miles and Stockbridge, P.C. is a law firm that maintains an office in Frederick, Maryland, and conducts business in Washington County, Maryland.
5. This Court has jurisdiction over the Defendants pursuant to MD. CODE ANN. CTS & JUD. PROC. §1-501, §3-403, §6-102 and §6-103. Subject matter jurisdiction in and over this case is founded, in part, upon the Maryland Uniform Declaratory Judgement Act, Title III, Subtitle IV, CTs. & JUD. PROC. ART., *Annot. Code of MD* (the "ACT").
6. Venue is proper in the Circuit Court for Washington County, Maryland pursuant to MD. CODE ANN. CTS. & JUD. PROC. § 6-201 and 6-202 because Defendant carries on regular business in Washington County and because Mr. Holder's claim arose from acts or conduct that occurred in Washington County, Maryland.

FACTS COMMON TO ALL COUNTS

7. Mr. Holder incorporates by reference the allegations set forth in the preceding paragraphs of this Complaint as if fully stated herein.
8. In the spring of the year 2020, Mr. Holder contacted M&S in order to obtain legal advise regarding "Division and Transfers of Real Estate" located in Keedysville, Maryland, and by his June 24, 2020 signature on a retainer agreement dated June 24, 2020, and

payment of the $3500 "retainer," entered into a binding contract, (the "contract") with M&S, wherein M&S would provided legal services as described at ¶1 of the contract:

> You have engaged the Firm to provide legal services in connection with the division and transfer of real estate with Deena Adrienne Holder in accordance with an existing separation agreement, as well as legal advice regarding such properties and divisions (the "Matter.") Our services with regard to the Matter will be limited to the division of real estate. Any change in the scope of legal services will be the subject of a separate engagement letter or other confirmatory written communication.

9. Mr. Holder proceeded to cooperate fully with M&S and to provide promptly M&S all information known or available to Mr. Holder pertinent to M&S's representation and paid M&S's statements for services and expenses in accordance with the terms of the contract, and/or otherwise to fulfill any other obligations described therein.

10. Mrs. Holder's property, and Uncle Eddies' property are located in the corporate limits within the Town of Keedysville, Maryland, containing eight (8) acres of land more or less, and designated on the Town of Keedysville zoning map as "suburban residential," a zoning regulation allowing for division of land as one (1) lot per half (1/2) acre of land.

11. Mrs. Holder's property, and Uncle Eddies' property are also located in a "W1" existing water service area, and "S1" existing sewer service area, which can be ascertained by review of the publicly posted 2009 Town of Keedysville Comprehensive Plan, or the 2009 Washington County Water and Sewer Plan.

12. The Town of Keedysville, Maryland represented to Mr. Holder that Mrs. Holder's property, and Uncle Eddies' property, suffer from easement issues necessary for access and utilities in order to fully utilize, and/or develop those properties.

13. Mr. Holder, with the assistance of professional land surveyor George Nagel, ("Mr. Nagel") identified escaped land that joined Mrs. Holder's property and Uncle Eddies' property, which could be utilized for access and utilities to fully utilize those properties.

14. M&S provided Mr. Holder advice on the "Division and Transfers of Real Estate" in Keedysville, Maryland, which resulted in Mr. Holder obtaining quit claim deed(s) which granted the escaped land to Mr. Holder, at the advice and counsel of M&S.

15. On, or about Tuesday, August 11, 2020, a representative from M&S visited Mrs. Holder's property, Uncle Eddies' property, and the escaped land Mr. Nagel identified.

16. On, or about September 16, 2020, Jeffrey Young, (Mr. "Young") filed suit in the Washington County Circuit Court, wherein Young claimed *inter alia* to have adversely possessed part of the escaped land identified by Mr. Nagel, and requested Mr. and Mrs. Holder enjoined from the land Young claims to have adversely possessed.

17. M&S sent Mr. Holder a letter dated September 28, 2020, wherein M&S explained:

> It was a pleasure meeting with you Friday to be able to discuss matters involved with your Keedysville property interests. I hope my thoughts regarding title issues surrounding your ongoing cases were helpful both to reinforce what you already have and to add further strategy you have not considered. * * *
>
> Finally, you have expressed an interest in exploring whether deeds relating to 25 and 28 might be deeded from Deena to you and Deena as tenants by the entireties, even though you are separated, and perhaps more significantly the title issues discovered for such a possible conveyance. I am in contact with my firms' title people in that regard, as you have requested.[1]

18. It was later discovered by Mr. Holder that M&S's "title people" were in contact with Mr. Young, and his wife Cheryl Young throughout the summer of 2020, and M&S was also providing legal advice related to the escaped land identified by Mr. Nagel, to Young.

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[1] Mrs. Holder's property have a common address of 25 and 28 Antietam Drive in Keedysville, Maryland. Uncle Eddies' property has a common address of 30 Antietam Drive.

19. In January of 2021, Mr. Holder was contacted by M&S, wherein M&S explained to Mr. Holder that the M&S representative that had visited the escaped land with Mr. Holder on August 11, 2020, was forced into retirement, and M&S at the request of the "title people," (asserting their "conflicts") was terminating its contract with Mr. Holder.
20. Upon information and belief, the M&S "title people" disclosed the material fact of Mr. Holder's quit claim deeds for the escaped land to Young, because *inter alia* Young's pleadings reflect that Mr. Holder had obtained title to the escaped land, and Mr. Holder did not tell Mr. Young he had obtained the quit claim deed(s).
21. Mr. Holder litigated the bulk of the *Young v Holder* lawsuit *pro se*, which resulted *inter alia* in some of Mr. Holder's quit claim deed(s) being voided as illegal subdivisions.
22. The Town of Keedysville, Maryland's subdivision ordinance expressly excludes:

    > ...the transfer or sale of land between owners of adjoining properties which does not involve the creation of any new buildable lots under the terms of the Keedysville Zoning Ordinance shall not constitute a subdivision...

23. Had Mr. Holder been advised to title the real estate described in his quit claim deed(s) as joint tenants by the entirety with his wife, whereas Mrs. Holder's property, Uncle Eddies' property and the escaped land identified by Mr. Nagel indisputably a-join one another, the transfers could not possibly have created "new buildable lots."
24. Mr. Holder relied on the advice and counsel of M&S when he contracted the quit claim deeds from his vendors, and as a direct result of that advice regarding "Division and Transfers of Real Estate," to hold title in his individual name, Mr. Holder's quit claim deeds were deemed illegal by the trial court judge, affirmed void by the Appellate court of Maryland, Petition for Certiorari denied by the Supreme Court of Maryland, and Petition to the United States Supreme Court has not yet been granted or denied.

25. Mr. Holder relied on the confidential relationship of his legal counsel related to the quit claim deed(s) he obtained, and/or not discussing his "Matters" with his adversaries.

COUNT I - BREACH OF CONTRACT

26. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.
27. On or about June 24, 2020 , Plaintiff, Justin Holder contracted with Defendant, Miles and Stockbridge P. C. to provide advice and counsel to Justin Holder, related to a real property transaction in Keedysville, MD; whereby Plaintiff, Justin Holder provided for compensation of Defendant, Miles and Stockbridge P. C.; and by agreement Defendant, Miles and Stockbridge P. C. entered into a written contract with Plaintiff.
28. The legal effect of the contract was such that Miles and Stockbridge P. C. was to provide competent and confidential legal advice related to "Division and Transfers of Real Estate," in accordance of all applicable laws, regulations and/or ordinances, and also maintain the confidence of Mr. Holder regarding the transaction and his "Matters."
29. Defendant, Miles and Stockbridge P. C. has breached the contract by not providing as a minimum standard of care, advice and counsel to obtain the quit claim deed(s) that would comport with the Town of Keedysville, Maryland subdivision ordinance, and by disclosing the existence of the quit claim deeds, and/or discussing Mr. Holder's "Matters" with his adversaries, including Mr. and Mrs. Young.
30. Defendant, Miles and Stockbridge P. C. has breached the contract by not taking proper steps to protect Mr. Holder's interest, rights, and obligations in his "Matters."
31. Plaintiff, Mr. Holder has performed all precedent conditions to recover under breach by Defendant, Miles and Stockbridge P. C.

32. As a result of Defendant, Miles and Stockbridge P. C.s' breach of the contract, Plaintiff has sustained damages in an amount over $75,000, to be determined after trial.
33. Accordingly, Plaintiff demands Judgment against Defendant for a sum over $75,000, interest, and costs including third party litigation cost to be determined after trial.
34. In consequence thereof, the Plaintiff will continue to suffer damages and other harms.
35. These harms by the Defendant, Miles and Stockbridge P. C., and threatened harms by the Defendant, Miles and Stockbridge P. C., are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Enjoin Defendant, Miles and Stockbridge P. C. to specifically perform upon its contract and provide Mr. Holder with deeds to Mrs. Holder's property, Uncle Eddies' property, and the escaped land identified by Mr. Nagel that are not illegal;
B. Enjoin Defendant, Miles and Stockbridge P. C. to specifically perform upon its contract and provide Mr. Holder advice and counsel to adjudicate necessary easements for access and utilities to Mrs. Holder's property, and Uncle Eddies' property;
C. Enjoin Defendant, Miles and Stockbridge P. C. to cease and desist discussing Mr. Holder's "Matters" with Mr. Holder's adversaries;
D. Award the Plaintiff actual damages against the Defendant, Miles and Stockbridge P. C. in an amount in excess of $75,000;
E. Grant such other and further relief as the interests of justice may require.

COUNT II - MALPRACTICE AND/OR NEGLIGENCE

36. Plaintiff incorporates and re-alleges the allegations of all preceding paragraphs as if fully set forth herein.

37. Plaintiff and Miles and Stockbridge P. C. had a professional relationship in which Miles and Stockbridge P. C. as a law firm owed Plaintiff a duty and care in its service thereof.
38. Miles and Stockbridge P. C. unequivocally breached the rules of professional conduct when it discussed Mr. Holder's "Matters" with his adversaries, Mr. and Mrs. Young.
39. Miles and Stockbridge P. C. failed to provide Mr. Holder competent legal advice and counsel, as a minimum standard of care, to prevent Mr. Holder's deeds from being voided. Mr. Holder relied on the advise of Miles and Stockbridge P. C. to his detriment.
40. Miles and Stockbridge P. C.s' negligence (or worse) directly caused the injuries to Plaintiff by disclosing his quit claim deeds to his adversary, and providing Young an unwarranted advantage in litigation, and Miles and Stockbridge P. C.s' advice and counsel was the direct cause of Mr. Holder's quit claim deed(s) being voided, which significantly contributed to the resulting judgement in favor of Young.
41. But for Miles and Stockbridge P. C.s' negligence Plaintiff would have good title to the escaped land, and access and utilities easements to fully utilize the suburban residential properties of Mrs. Holder and Uncle Eddies, located in a WI/SI zone in Keedysville, MD.
42. In consequence thereof, the Plaintiff has suffered and will continue to suffer damages and other harms.
43. Defendant, Miles and Stockbridge P. C., has caused Plaintiff to incur third party litigation cost in defense of his legal rights, business relationships, contractural obligations and reputation.
44. These harms by the Defendant, Miles and Stockbridge P. C. and threatened harms by the Defendant, Miles and Stockbridge P. C., are irreparable in nature, such that no remedy at law will afford the Plaintiff adequate relief.

WHEREFORE, the Plaintiff prays that this Honorable Court:

A. Permanently enjoin Defendant, Miles and Stockbridge P. C., from discussing Mr. Holder's "Matters" with his adversaries;

B. After reviewing the contracts, and adjudicating the rights and status of the parties, affirmatively declare that Miles and Stockbridge P. C.s' conduct in discussing Mr. Holder's "Matters" with Mr. and Mrs. Young violated the Maryland rules of professional conduct, and as such is a violation of public policy wherein Mr. Holder is eligible to receive punitive damages, and award Mr. Holder punitive damages for the Defendant's conduct in violation of that public policy and law of the land;

C. Award the Plaintiff actual damages against the Defendant , Miles and Stockbridge P. C. in an amount in excess of $75,000;

D. Grant such other and further relief as the interests of justice may require.

Respectfully submitted,

Justin K. Holder, *Pro Se*
308 West Chapline Street
Sharpsburg, Maryland 21782
(240) 356-2008

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial for all matters triable by jury in this matter.

Justin K. Holder, *Pro Se*

E-FILED; Washington Circuit Court
Docket: 12/7/2023 12:28 PM; Submission: 12/7/2023 12:28 PM
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JUSTIN K. HOLDER,	**IN THE**
Plaintiff	**CIRCUIT COURT**
v.	**FOR**
MILES AND STOCKBRIDGE, P.C.	**WASHINGTON COUNTY**
Defendant	**Case No. C-21-CV-23-0473**

DEFENDANT MILES & STOCKBRIDGE, P.C.'S MOTION TO DISMISS AND REQUEST FOR HEARING

Defendant, Miles and Stockbridge, P.C. (hereinafter "M&S"), by and through its attorneys, Daniel R. Hodges, Daniel W. Pei, and Eccleston and Wolf, P.C., hereby respectfully submits this Motion to Dismiss and Request for a Hearing, and in support thereof incorporates by reference as if fully set forth herein the accompanying Memorandum of Law. Wherefore, for the reasons set forth in the Memorandum of Law, M&S respectfully requests that this Court enter an Order dismissing the Complaint, and all claims and causes of action set forth therein, With Prejudice.

REQUEST FOR HEARING

M&S, by and through its undersigned counsel and pursuant to Maryland Rule 2-311(f), hereby respectfully requests a hearing on its Motion to Dismiss.

Respectfully submitted,

/s/Daniel R. Hodges
Daniel R. Hodges
AIS# 0612120390
ECCLESTON & WOLF, P.C.
Baltimore-Washington Law Center
7240 Parkway Drive, 4th Floor
Hanover, MD 21076-1378
(410) 752-7474
(410) 752-0611 (fax)
E-mail: frederick@ewmd.com
Attorney for Defendant

/s/Daniel W. Pei
Daniel W. Pei
AIS# 2012180168
ECCLESTON & WOLF, P.C.
Baltimore-Washington Law Center
7240 Parkway Drive, 4th Floor
Hanover, MD 21076-1378
(410) 752-7474
(410) 752-0611 (fax)
E-mail: pei@ewmd.com
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of December, 2023, copies of the foregoing Motion to Dismiss were e-filed and e-served via MDEC and served by first-class, postage pre-paid, mail on:

Justin K. Holder
308 W. Chaplin Street
Sharpsburg, Maryland 21782
Plaintiff, pro se

/s/Daniel R. Hodges
Daniel R. Hodges (AIS# 0612120390)

E-FILED; Washington Circuit Court
Docket: 12/7/2023 12:28 PM; Submission: 12/7/2023 12:28 PM
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JUSTIN K. HOLDER, **Plaintiff** **v.** **MILES AND STOCKBRIDGE P.C.,** **Defendant.**	**IN THE** **CIRCUIT COURT** **FOR** **WASHINGTON COUNTY** **Case No. C-21-CV-23-0473**

MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS THE COMPLAINT

Defendant, Miles and Stockbridge P.C. (hereinafter "M&S"), by and through its attorneys, Daniel R. Hodges, Daniel W. Pei, and Eccleston and Wolf, P.C., hereby respectfully submits this Memorandum of Law in support of its Motion to Dismiss the Complaint filed by the Plaintiff, Justin K. Holder (hereinafter "Mr. Holder").

I. INTRODUCTION

While Mr. Holder's *pro se* Complaint certainly is not a model of clarity, he generally alleges that M&S was negligent, in its capacity as his attorneys, in connection with advice relating to certain real property (which he refers to as "escaped land") located in Keedysville, Maryland. In summary, Mr. Holder claims that, if M&S had advised him to obtain title to the property as tenants by the entireties with his then-estranged wife, Deena Holder, certain quitclaim deeds to the property would not have been deemed void. Compl. ¶¶ 14, 21-24. Mr. Holder's Complaint fails to state a claim upon which relief may be granted because M&S did not breach any duty owed to him, any claimed breach was not the proximate cause of Mr. Holder's alleged damages, and Mr. Holder did not, in fact, suffer *any* damages. Alternatively, because the issue of title to the so-called "escaped land" has been fully and fairly litigated in this court, Mr. Holder is barred by the doctrine

of collateral estoppel from relitigating it. In addition, Mr. Holder is not entitled to seek specific performance from M&S.

For these reasons, and as set forth in more detail below, Mr. Holder's Complaint must be dismissed for failure to state claim upon which relief can be granted.

II. BACKGROUND

A. The 2020 *Young v. Holder* Litigation.

In September 2020, Jeffrey Young ("Mr. Young") sued Mr. Holder, his wife Deena Holder, and all other interested parties seeking to quiet title to two parcels of real property located at 13 Dogstreet Road in Keedysville, Maryland, known as Parcels 2 and 3 as described on Plat 2499 (the "Keedysville Property"). *See* Exhibits 1 (Unreported Opinion of the Appellate Court of Maryland) & 2 (Md. Case Search docket for the matter styled *Young et al. v. Holder et al.*, Circuit Court for Washington County, Case No. C-21-CV-20-0371, hereinafter referred to as the "Young Litigation").[1] Until April 20, 2021, Mr. Holder was represented in the Young Litigation by Adam Greivell, Esq., after which time he proceeded *pro se*. *See* Exhibit 2. Significantly, M&S never represented Mr. Holder in the Young Litigation.[2] *Id.*

[1] This Court may take notice of the docket and papers filed in the Young Litigation and need not convert this motion into one for summary judgment. *See Dashiell v. Meeks*, 396 Md. 149, 176 (2006) (holding that Maryland Rules permit the Court to take judicial notice of judicial proceedings outside of the record at any stage of the proceeding); *Faya v. Almaraz*, 329 Md. 435, 444 (1993) (noting that a court, when deciding a motion to dismiss, "to place a complaint in context . . . may take judicial notice of additional facts that are either matters of common knowledge or capable of certain verification"); *State v. Goldsberry*, 419 Md. 100, 106 n.4 (2011) (court took judicial notice of "[t]he on-line docket entries" of a different case); *Marks v. Criminal Injuries Comp. Bd.*, 196 Md. App. 37, 78 (2010) ("With respect to the readily available court records, this Court has taken judicial notice of official entries in circuit court records") (collecting cases).

[2] From October 26, 2020 to December 29, 2020, M&S represented Deena Holder and Uncle Eddies Brokedown Palace, LLC (hereinafter, "Uncle Eddies") in the Young Litigation. Matthew Ruble, Esq. thereafter represented them in the Young Litigation. *See* Exhibit 2.

In the Young Litigation, Mr. Young sought a declaration that he was the sole owner of Parcels 2 and 3 and that no other person had any rights or interests in the Keedysville Property. Mr. Holder, Mrs. Holder, and Uncle Eddies each filed separate Answers opposing Mr. Young's requested relief, and asserting *inter alia* various ownership interests and other rights, including easements, to Parcels 2 and 3 and challenging the accuracy of Plat 2499's description of the property.

Parcel 3 of the Keedysville Property, which is the only portion of the Keedysville Property relevant to Mr. Holder's suit against M&S, is a 0.25-acre long piece of land on the northwestern area of the Keedysville Property. Exhibit 1 at 15. It lies "east of and bordering land which was once a farm pasture, but is now a housing development consisting of twenty-one single family homes, a stormwater management area, and a forest conservation easement, known as Stonecrest." *Id.* In the Young Litigation, Mr. Holder claimed that he (not Mr. Young) held ownership by deed to Parcel 3 or a part of Parcel 3. *Id.* He also claimed he held ownership by deed to a separate area of land between Stonecrest and Parcel 3, which the Court referred to as a "Gap" of land.[3] *Id.* at 16.

Mr. Holder's claim to all or part of Parcel 3, and the alleged "Gap Land between Parcel 3 and Stonecrest, was based upon three quitclaim deeds prepared by Mr. Holder's trial counsel in the Young Litigation, Adam Greivell (the "Greivell Quitclaim Deeds") and which purported to convey from Stonecrest Development, LLC and Jennifer Butts to Mr. Holder certain "remaining lands," that is the "Gap Land." *Id.*; *see also* Exhibit 3 (quitclaim deeds).[4] Mr. Holder obtained the

[3] The "Gap" of land is the land Mr. Holder refers to in the instant Complaint as "escaped land." It is referred to in this Motion as the "Gap" of land for consistency with this court's and the Appellate Court of Maryland's references.

[4] Because the deeds are specifically referenced in the Complaint, the Court may regard these documents as simply supporting the allegations in the Complaint without converting the Motion to Dismiss to a Motion for Summary Judgment. *See Margolis v. Sandy Spring Bank,* 221 Md. App.

first Greivell Quitclaim Deed in August 2020 immediately prior to the Young Litigation commencing, the second Greivell Quitclaim Deed in November 2020 and the third Greivell Quitclaim Deed in July 2021 during the pendency of the suit. As noted, each of the three Greivell Quitclaim Deeds was prepared by Mr. Holder's counsel in the Young Litigation, Adam Grievell, Esq. *See* Exhibit 3.

This court held a three-day bench trial in June 2022. Mr. Holder fully participated in the trial and all pretrial proceedings. *See generally,* Exhibits 1, 2. Mr. Holder's expert, George Nagel, testified at the trial, as did numerous other witnesses. *See generally,* Exhibit 1. The Court received documentary evidence and heard closing arguments. *Id.* Thereafter, the court made various findings of fact and conclusions of law. *Id.*

Relevant to the instant action, the court found that:

- Mr. Young is the record title owner of Parcels 2 and 3, and that, in the alternative, Mr. Young had adversely possessed Parcel 3 since 1988. *Id.* at 17-19.
- Mrs. Holder's two properties, known as Parcels 412 and 127, lie near but do not border any of the three parcels of Mr. Young's Keedysville Property because they are separated by a railroad and the Stonecrest forest conservation easement. *Id.* at 15.
- Uncle Eddies (a corporation associated with Mr. and Mrs. Holder) owns a property known as Parcel 414, which likewise does not border any of the three parcels of Mr. Young's Keedysville Property for the same reasons. *Id.*
- Neither the Holders, nor Uncle Eddies, have any easements over Mr. Young's Keedysville Property. *Id.* at 2.

703, n.4 (2015) (citing *Smith v. Danielczyk*, 400 Md. 98, 105 (2007); *Tri-County Unlimited, Inc. v. Kids First Swim Sch. Inc.,* 191 Md. App. 613, 619-20 (2010)).

- There was no "Gap" of land between Parcel 3 and Stonecrest based on the Court's "exhaustive review" of the Grievell Quitclaim Deeds, and relying on the testimony of Mr. Holder's own expert, George Nagel. *Id.* at 20-21.
- Additionally, " . . . *even if* the [Grievell Quitclaims Deeds] purported to convey land from Stonecrest, to Mr. Holder the [Grievell Quitclaim Deeds] violated the Keedysville Subdivision Ordinance, and therefore were void." *Id.* at 21 (emphasis added).

Based on these findings of fact, the court entered a declaratory judgment in Mr. Young's favor, declaring, in pertinent part: (A) that Mr. Young is the owner of Parcels 1, 2, and 3 of the Keedysville Property as described in Platt 2499; (B) that no other person has any ownership interest or claim in Parcels 1, 2, and 3 of the Keedysville Property; (C) that the western boundary of Parcel 3 as shown on Plat 2499 abuts and borders the eastern boundary of Stonecrest and that there is no additional strip of land or "Gap" between Parcel 3 and the Stonecrest development; and (D) that any deed purporting to transfer or quitclaim any part of Parcel 1, 2, or 3 to Mr. Holder or any other person is invalid. *Id.* at 24.

Mr. Holder noted an appeal to the Appellate Court of Maryland ("ACM"), which affirmed the trial court's decision. Mr. Holder sought certiorari in the Supreme Court of Maryland, which has been denied. Mr. Holder's petitioner for certiorari to the Supreme Court of the United States remains pending.

B. The Present Case.

Mr. Holder alleges that on or about June 24, 2020, he retained M&S with respect to certain real estate matters relating to Mr. Holder's already-existing separation agreement with his then estranged wife, Deena Holder. Compl. ¶¶ 8, 27, 28. Mr. Holder's engagement letter with M&S provides that Mr. Holder had engaged the firm " . . . to provide legal services in connection with

the division and transfer of real estate with Deena Adrienne Holder in accordance with an existing separation agreement, as well as legal advice regarding such properties and divisions (the "Matter"). Our services with regard to the Matter will be limited to the division of real estate." Compl. ¶ 8 (emphasis added).

Ignoring that he retained separate counsel and that the Grievell Quitclaims Deeds were not prepared by M&S, Mr. Holder avers that "M&S provided [him] advice on the 'Division and Transfer of Real Estate' in Keedysville, Maryland, which resulted in Mr. Holder obtaining quit claim deed(s) which granted the escaped land [a/k/a the "Gap" of land] to Mr. Holder, at the advice and counsel of M&S." Compl. ¶ 14. He claims that Mr. Nagel (*see* § II(A) *supra*) identified the "escaped land." Compl. ¶ 14; *see also* § II(A) *supra*.

Mr. Holder further avers that M&S sent Mr. Holder a letter explaining its advice to Mr. Holder on September 28, 2020, and includes a partial quotation from the letter. Compl. ¶ 17. Thereafter, Mr. Holder inexplicably obtained the second and third Grievell Quitclaims Deeds to the same "Gap" of land. *Id.*

Mr. Holder does not allege in his Complaint that he engaged M&S to provide, or that he requested M&S to provide, or that M&S provided any advice relating to any real property *after* M&S provided its September 28, 2020 letter. This suit followed more than three years after M&S provided its letter to Mr. Holder, and after Mr. Holder did not prevail on any of his claims in the Young Litigation in this court and in the appellate courts. He now seeks to use this lawsuit against M&S to obtain title to the "Gap" of land that does not exist, to obtain title to other real property owned by his wife and by Uncle Eddies, to obtain easements relating to certain property, and to obtain monetary relief for unspecified damages he claims to have incurred.

III. ARGUMENT

A. Legal Standard.

Pursuant to Rule 2-322 of the Maryland Rules of Civil Procedure, a defendant may move to dismiss the claims against it on the grounds that the plaintiff has "failed to state a claim upon which relief can be granted." Md. Rule 2-322(c). Dismissal of a pleading is warranted if the pleading fails to articulate a legally sufficient basis entitling the pleading party to relief. *See Porterfield v. Mascari II, Inc.*, 374 Md. 402, 414 (2003). "In ruling on such a motion, the court must assume the truth of all well-pled facts in the complaint as well as the reasonable inferences that may be drawn from those relevant and material facts. Dismissal is appropriate only if the well-pled facts and reasonable inferences, viewed in the light most favorable to the plaintiff, fail to afford that party the relief requested." *Porterfield*, 374 Md. at 414 (internal citation omitted). If a pleading does not disclose, on its face, a legally sufficient cause of action, then a Motion to Dismiss is proper, and should be granted. *Campbell v. Cushwa*, 133 Md. App. 519, 534 (1998) (citing *Hrehorovich v. Harbor Hosp. Ctr., Inc.*, 93 Md. App. 772, 785 (1992)).

"In a negligence action, a complaint must allege, with certainty and definiteness, facts and circumstances sufficient to set forth (a) a *duty* owed by the defendant to the plaintiff, (b) a *breach* of that duty and (c) injury *proximately* resulting from that breach. Merely stating that a duty existed, or that it was breached, or that the breach caused the injury does not suffice." *Horridge v. St. Mary's County Dep't of Soc. Servs.*, 382 Md. 170, 182 (2004) (citations omitted); *see also The Read Drug & Chemical Company of Baltimore v. Colwill Construction Co.*, 250 Md. 406, 414-16 (1968) (noting that, "Except in cases involving such simple and specialized situations as the motor vehicle and carrier-passenger cases, this Court has consistently held that a declaration [alleging negligence] must . . . have sufficient specificity in its allegations to provide '*facts* * * *,' for the

purpose of informing the court, whose duty it is to declare the *law* arising upon these facts, and to apprise the opposite party of what is meant to be proved, in order to give him an opportunity to answer or traverse it."); *Rivera v. Prince George's County Health Department*, 102 Md. App. 456, 472 (1994) (noting that mere conclusory charges in a complaint are not sufficient to withstand a proper motion to dismiss). Stated another way, facts must be pled with some specificity in order to demonstrate that the elements of the cause of action exist; as it is not sufficient to merely assert conclusory allegations. *See Valentine v. On Target, Inc.*, 353 Md. 544, 549 (1999); *Berman v. Karvounis*, 308 Md. 259, 265 (1987) (holding that in reviewing a motion to dismiss, a court need not consider mere conclusory charges which have no factual support or basis).

B. Mr. Holder Has Not Stated a Claim for Legal Malpractice Upon Which Relief Can Be Granted by This Court.

i. **Elements of a cause of action for legal malpractice.**

To maintain a cause of action for professional negligence, a plaintiff must allege and prove the following elements: (1) the employment of the attorney; (2) the attorney's neglect of a reasonable duty; and (3) loss to the client proximately caused by that neglect of duty. *Noble v. Bruce*, 349 Md. 730, 739 (1998); *Flaherty v. Weinberg*, 303 Md. 116, 128 (1985).

ii. **M&S did not breach any duty owed to Mr. Holder.**

M&S did not breach the standard of care (i.e., a duty owed to Plaintiff) in the drafting of the Grievell Quitclaim Deeds for the simple and undisputed reason that M&S did ***not*** draft the Deeds. Rather, the Deeds were drafted by separate counsel employed by Mr. Holder, Adam Greivell, Esq. *See* Exhibit 3; *see also* not 4, *supra*. In fact, two of the three Grievell Quitclaim Deeds were drafted by Mr. Greivell after he had entered his appearance as counsel for Mr. Holder

in the Young Litigation on October 26, 2020.[5] *See* Exhibit 2 & 3. Thus, any alleged errors in the drafting of the Grievell Quitclaim Deeds are attributable solely to the attorney who prepared the instruments, and not to M&S.

Moreover, Mr. Holder's assertions that George Nagle "identified escaped land that joined Mrs. Holder's property and Uncles Eddies property, which could be utilized for access and utilities to fully utilize those properties" and that this land should have been included in a tenants by the entirety deed with his wife, such that "Mrs. Holder's property, Uncle Eddie's property and the escaped land . . . indisputably a-join one another (Complaint, ¶ 23)" is based on two demonstrably false propositions, which have been adjudicated in the Young Litigation and which Mr. Holder is barred from relitigating. *See* § III(C) *infra*. First, contrary to Mr. Holder's assertions, it has been judicially established that there was no "escaped" land or "Gap" of land. *Id.* Second, Mrs. Holder's property, Uncle Eddies' property and the alleged "Gap" of land could not have been joined as one (even if there was escaped land or "Gap" of land, which there was not) because neither Mrs. Holder's properties, nor Uncle Eddies' property borders Mr. Young's Keedysville Property. All of Mrs. Holders properties and Uncle Eddies' are separated by an abandoned railroad and a Stonecrest forest conservation easement from Mr. Young's Keedysville Property. Exhibit 1 at 15. As such, the land in question was not contiguous.

Finally, Plaintiff's statement that the Grievell Quitclaim Deeds were voided as illegal subdivisions (Complaint, ¶¶ 21-24) is misleadingly incomplete. The subdivision issue was not *the* reason Mr. Holder did not obtain title to the "Gap" of land in the Young Litigation. Rather the

[5] The Appellate Court of Maryland also held that at the time Mr. Greivell drafted the first Deed on August 10, 2020, Mr. Holder already had notice of Mr. Young's claim to the land, and therefore he was not a bona fide purchaser for value, thus establishing another/independent basis for voiding the Quitclaim Deeds. *See* Exhibit 1 at 51.

findings in the Young Litigation relating to the subdivision ordinance were secondary, alternative findings to the court's determination that Mr. Young owns the property by deed or by adverse possession. For these reasons, Mr. Holder has failed to plead that M&S breached any duty owed to him by M&S and the Complaint should be dismissed.

iii. **M&S was not the Proximate Cause of Any Damages to Mr. Holder.**

A legal malpractice plaintiff must show that the lawyer's alleged negligence proximately caused him damages. *Williams & Connolly v. Brown*, 84 Md. App. 640, 648 (1990). "In order to be a proximate cause, negligence must be (1) a cause in fact, and (2) a legally cognizable cause." *Atlantic Mutual v. Kenney*, 323 Md. 116, 127 (1991).

In the instant case, M&S cannot be the proximate cause of Mr. Holder's alleged damages, because, even if M&S' advice regarding the titling of the property and the Grievell Quitclaim Deeds somehow was flawed (Complaint, ¶¶ 14, 23-24, 29 & 41), and even if there was some conflict of interest,[6] Mr. Holder would still ***not*** have obtained title to any part of Mr. Young's Keedysville Property or an easement across Mr. Young's land. Rather, as conclusively established by the Appellate Court of Maryland, regardless of the validity or lack thereof of the Grievell

[6] M&S expressly denies and all alleged conflicts of interest and that its attorneys somehow violated the Maryland Rules of Professional Conduct. However, for purposes of this Motion to Dismiss only, even if one were to assume, *arguendo*, that M&S had a conflict, as set forth above the alleged conflict was not the cause of any damages to the Plaintiff. Moreover, a "[v]iolation of a Rule does not itself give rise to a cause of action against an attorney nor does it create any presumption that a legal duty has been breached. In addition, violation of a Rule does not necessarily warrant any other non-disciplinary remedy, such as disqualification of an attorney in pending litigation. The Rules are designed to provide guidance to attorneys and to provide a structure for regulating conduct through disciplinary agencies. They are not designed to be a basis for civil liability. Furthermore, the purpose of the Rules can be subverted when they are invoked by opposing parties as procedural weapons. The fact that a Rule is a just basis for an attorney's self-assessment, or for sanctioning an attorney under the administration of a disciplinary authority, does not imply that an antagonist in a collateral proceeding or transaction has standing to seek enforcement of the Rule." Md. Rule 19-300.1(20).

Quitclaim Deeds, Mr. Young (by way of his Deed and chain of title) had title to the Keedysville Property. Exhibit 1 at 16-18. In the alternative, even if Mr. Holder had title to a portion of the Keedysville Property (i.e., the "Gap" of land), the property was adversely possessed by Mr. Young for over 30 years and therefore belonged to him (Exhibit 1 at 18-19 & 51-52); and that no easement existed over Mr. Young's property for the benefit of any property held by Mr. Holder, Mrs. Holder, and/or Uncle Eddies. Exhibit 1 at 22-24 & 56-61.

That is, had M&S titled "the real estate described in his quitclaim deed(s) as joint tenants by the entirety with his wife" as Mr. Holder perplexingly alleges should have been done (Compl. ¶ 23), Mr. Holder still would not own, have use of, or an easement over any portion of the property owned by Mr. Young. As such, M&S was not the cause of any damages the Plaintiff claims to have suffered. *See generally Fishow v. Simpson*, 55 Md. App. 312, 323 (1983) (Unless a client had a good cause of action in the underlying matter, the client loses nothing by the conduct of his or her attorney, even though the latter may be guilty of gross negligence). Consequently, Mr. Holder's Complaint is legally deficient and must be dismissed.

iv. Mr. Holder is not entitled to damages as a matter of law.

Even if M&S had breached some duty owed to Mr. Holder and even if such breach caused damages, Mr. Holder did not, in fact, suffer any monetary damages and is not entitled to specific performance.

(a) Mr. Holder has not pled any recoverable damages.

Mr. Holder has not identified any recoverable damages in his Complaint. First, as a practical matter, as established by the Appellate Court of Maryland (and discussed in greater detail above), Mr. Holder never had title to, ownership of and/or an easement over any of Mr. Young's property; nor is there any "Gap" of land or "escaped" land. As such Mr. Holder has not suffered

any monetary damages related to and/or stemming from the alleged "loss" of this real property (which he never owned or had any interest in). Simply put, had M&S provided deeds conveying property to Mr. Holder and his then estranged wife to hold as tenants by the entirety, his claim to the claimed property still would fail because *Mr. Young* owned the property by deed or by adverse possession. Thus, Mr. Holder has not sufficiently pled that he suffered *any* damage, and his claim for legal malpractice therefore fails as a matter of law and must be dismissed.

(b) Mr. Holder is not entitled to specific performance.

Mr. Holder also seeks specific performance under the breach of contract count. He asks this court to order that M&S (A) provide Mr. Holder with deeds to Mrs. Holder's property, Uncle Eddies' property, and the "escaped land" (a/k/a "Gap Land) - which this court and the ACM have held does not exist; and (B) provide Mr. Holder with "advice and counsel to adjudicate necessary easements for access and utilities to Mrs. Holder's property, and Uncle Eddies' property." Compl. ¶ 7.

"Specific performance is an 'extraordinary equitable remedy which may be granted, in the discretion of the chancellor, where more traditional remedies, such as damages, are either unavailable or inadequate.'" *Yaffe v. Scarlett Place Residential Condominium, Inc.* 205 Md. App. 429, 454 (2012) (quoting *Archway Motors Inc. v. Herman*, 37 Md. App. 674, 681 (1977)). In an action for specific performance, the first requirement is the existence of a valid, legally enforceable contract. *See* 25 Samuel Williston, *A Treatise on the Law of Contracts* § 67:2 (Richard A. Lord ed., 4th ed. 1992, Supp. 2006) (citing *Falls Garden Condo. Ass'n v. Falls Homeowners Ass'n,* 441 Md. 290 (2015)). "The principles applicable to specific performance of contracts relating to the ownership and use of land have been well established in Maryland." *Boyd v. Mercantile Safe Deposit & Trust Co.,* 28 Md. App. 18, 22 (1975). Assuming such a contract for the sale of real

estate exists, it must be "fair, reasonable, and certain in all the terms" in order for a court to award specific performance. *Id.* Moreover, a court should not award specific performance when a contract "has become incapable of being performed." *Powichroski v. Sicinski,* 139 Md. 376 (1921).

Here, Mr. Holder has not stated, and cannot state, a claim for specific performance. The relief he seeks is specific performance of certain real estate transfers. But he has not pled any facts in support of the existence of any valid, legally enforceable contract for any such real estate transfers. The only contract Mr. Holder avers exists is his engagement agreement with M&S for legal advice. Compl. ¶ 8. He does not aver that any contract exists between Mr. Holder and M&S (or any other person) for the purchase, transfer or sale of any real property, including for the establishment of any easements or other rights to any real property. He has not averred any of the terms of any alleged contract for the purchase, transfer or sale of any real property. Indeed, M&S does not own the property to which Mr. Holder, once again and wrongfully, claims some rights of ownership.

Even if Mr. Holder had pled the necessary factual averments for specific performance, any contract relating to the transfer of the "Gap" of land is incapable of being performed because this court and the ACM have determined that no such "Gap" of land exists. *See* § II(A) *supra.* Based on this Court's and the ACM's holdings in the Young Litigation, Mr. Holder is precluded from re-litigating the existence of rights in the "Gap" of land in this case. *See* § III(C) *infra.* All of Mr. Holder's claims for specific performance should therefore be dismissed with prejudice.

(c) Mr. Holder is not entitled to declarations relating to the Rules of Professional Conduct.

In the Wherefore Clause after ¶ 44 of the Complaint, Mr. Holder seeks a Declaration that M&S "violated the Maryland Rules of Professional Conduct." Even if M&S had violated any of the Maryland Rules of Professional Conduct ("MRPC"), Mr. Holder is not entitled to any such

declaration because this court does not have jurisdiction to issue MRPC-based declarations. The Supreme Court of Maryland has sole jurisdiction to address alleged violations of the MRPC. *Atty. Griev. Comm'n v. Jarosinski*, 411 Md. 432, 448 (2009); *Atty. Griev. Comm'n v. Kepple*, 432 Md. 214, 224 (2013) ("The Court of Appeals has 'original and complete jurisdiction over attorney discipline proceedings in Maryland.'") (internal citations omitted). Therefore, whether M&S violated the MRPC is not for this court to determine, as it lacks jurisdiction to render such a decision.

(d) Mr. Holder has not pled facts sufficient to establish an entitlement to punitive damages.

Mr. Holder has not pled facts establishing an entitlement to punitive damages. Specifically, in order to properly plead a claim for punitive damages a plaintiff must "allege, *in detail, facts* that, if proven true, would support the conclusion that the act complained of was done with 'actual malice.'" *Scott v. Jenkins*, 345 Md. 21, 37 (1997) (emphasis added). Actual malice is defined as conduct "characterized by evil motive, intent to injure, ill will, or fraud." *Owens-Illinois, Inc. v. Zenobia*, 325 Md. 420, 460 (1992). In the instant case, the Complaint is devoid of averments of any facts, compared to mere inuendo and conclusory allegations, that M&S had an evil motive or ill will toward Mr. Holder, or that it intended to injure Mr. Holder in connection with its alleged advice.

C. Mr. Holder is Collaterally Estopped from Relitigating Issues Fully and Finally Determined in the Young Litigation.

To the extent that Mr. Holder is yet again seeking to claim rights in Parcel 3 or the "Gap" of land, he is barred by the doctrine of collateral estoppel from relitigating in this case any issues of fact that were determined in the Young Litigation. The non-existence of the "Gap" of land, the lack of any easement rights over Mr. Young's Keedysville Property, and the reasons the Grievell

Quitclaim Deeds were voided, are all issues conclusively determined in the Young Litigation. Mr. Holder is therefore estopped from relitigating those factual determinations in this case in an effort to receive title to the non-existent "Gap" of land or any easement rights over Mr. Young's Keedysville Property.

When applying the doctrine of collateral estoppel, "factual issues resolved in the adjudication of one claim are binding for purposes of subsequent adjudication of another claim." *Shader v. Hampton Imp. Ass'n., Inc.*, 443 Md. 148, 161 (2015) (citations and internal quotations omitted). Court apply the doctrine of collateral estoppel to "avoid the expense and vexation of multiple lawsuits, conserve judicial resources, and foster reliance on judicial action by minimizing the possibilities of inconsistent decisions." *Id.* Collateral estoppel is traditionally invoked "when in a second suit between the same parties, even if the cause of action is different, any determination of fact that was actually litigated and was essential to a valid and final judgment is conclusive." *Id.* (emphasis in original). "For the doctrine of collateral estoppel to apply, the probable fact-finding that undergirds the judgment used to estop must be scrutinized to determine if the issues raised in that proceeding were actually litigated, or facts necessary to resolve the pertinent issues were adjudicated in that action." *Id.* (citations and quotations omitted).

Maryland courts also recognize defensive non-mutual collateral estoppel. *Shader,* 443 Md. at 162. The traditional principle of mutuality of parties as an element of collateral estoppel is not required when one of the parties to the original case (here, Mr. Holder) is involved in relitigating one of the issues determined in the original case against a different party (here, M&S) in a successive suit. *Id.* (quoting *Standard Fire Ins. Co. v. Berrett,* 395 Md. 439, 457 (2006)) (internal quotations omitted)). Maryland courts invoke defensive non-mutual collateral estoppel "when a defendant seeks to prevent a plaintiff from relitigating an issue the plaintiff has previously litigated

unsuccessfully in another action against a different party. *Shader,* 443 Md. at 162-63 (quoting *Walsh v. Gerber Products, Inc.*, 315 Md. 510, 517, n. 6 (1989)) (internal quotations omitted).

Applying the doctrine of collateral estoppel here, Mr. Holder is barred from relitigating three issues. First, he is barred from asserting that he is entitled to receive title to the "escaped land" referred to by this court and the ACM as the "Gap" of land or any other part of Parcel 3. This Court and the ACM have conclusively determined that no such "Gap" of land exists. *See* § II(A) *supra.* In the Young Litigation, Mr. Holder litigated the issue of whether the "Gap" of land exists and the ownership rights to the "Gap." Based on Mr. Holder's own expert's testimony before this court and this court's "exhaustive review" of Mr. Holder's three quitclaim deeds, this court made a factual finding that no such "Gap" of land exists. *See* § II(A) *supra.* Rather, the alleged "Gap" is included in Parcel 3, which the Court adjudicated is Mr. Young's land. The court's finding was affirmed by the ACM. The factual issue of whether the "Gap" of land exists was therefore actually litigated and it was necessary to resolve the pertinent issues adjudicated in the Young Litigation. The land Mr. Holder asserts is the "Gap" of land is a part of Parcel 3 of Mr. Young's Keedysville Property. Mr. Holder is therefore estopped from seeking an order requiring M&S to provide Mr. Holder with any sort of deed to the "Gap" of land, or any other part of Parcel 3, because this court and ACM have conclusively determined that the "Gap" of land does not exist and Parcel 3 is Mr. Young's land.

Second, Mr. Holder is barred from asserting that he is entitled to receive any easement rights over Mr. Young's Keedysville Property. In the present case, Mr. Holder is seeking easement rights for Mrs. Holder's properties and for Uncle Eddies' property over Mr. Young's Keedysville Property. This court and ACM have conclusively determined in the Young Litigation that neither Mrs. Holder's properties, nor Uncles Eddies' property actually border any parcel of Mr. Young's

Keedysville Property. *See* § II(A) *supra.* Theses factual issues were actually litigated and were necessary to resolve the pertinent issues adjudicated in the Young Litigation. Mr. Holder is therefore estopped from seeking an order requiring M&S to provide Mr. Holder with any sort of deed conferring on him (or anyone else) any easement rights in favor of Mrs. Holder's properties or Uncles Eddies' property over Mr. Young's Keedysville Property.

Third, this court and ACM have conclusively determined the Grievell Quitclaim Deeds were voided because the "Gap" of land does not exist. *See* § II(A) *supra.* The subdivision issue was not *the* reason Mr. Holder did not obtain title to the "Gap" of land in the Young Litigation. *Id.* Rather the factual findings in the Young Litigation relating to the subdivision ordinance were secondary, alternative findings to the adjudication that Mr. Young owns the property by deed or by adverse possession. Mr. Holder is therefore estopped from now asserting that M&S was somehow the cause of the Grievell Quitclaim Deeds being voided.

Mr. Holder is barred by the doctrine of collateral estoppel from relitigating in this case his entitlement to any deed relating to the non-existent "Gap" of land or any other part of Parcel 3, his entitlement to any easement rights over Mr. Young's Keedysville Property, and the reasons for the voiding of the Grievell Quitclaim Deeds.

IV. CONCLUSION

For the reasons set forth above, Mr. Holder's Complaint must be dismissed for failure to state claim upon which relief can be granted.

POINTS AND AUTHORITIES

Caselaw

Dashiell v. Meeks, 396 Md. 149, 176 (2006)
Faya v. Almaraz, 329 Md. 435, 444 (1993)
State v. Goldsberry, 419 Md. 100, 106 n.4 (2011)
Marks v. Criminal Injuries Comp. Bd., 196 Md. App. 37, 78 (2010)
Margolis v. Sandy Spring Bank, 221 Md. App. 703, n.4 (2015)
Porterfield v. Mascari II, Inc., 374 Md. 402, 414 (2003)
Campbell v. Cushwa, 133 Md. App. 519, 534 (1998)
Horridge v. St. Mary's County Dep't of Soc. Servs., 382 Md. 170, 182 (2004)
The Read Drug & Chemical Company of Baltimore v. Colwill Construction Co., 250 Md. 406, 414-16 (1968)
Rivera v. Prince George's County Health Department, 102 Md. App. 456, 472 (1994)
Valentine v. On Target, Inc., 353 Md. 544, 549 (1999)
Berman v. Karvounis, 308 Md. 259, 265 (1987)
Noble v. Bruce, 349 Md. 730, 739 (1998)
Flaherty v. Weinberg, 303 Md. 116, 128 (1985)
Williams & Connolly v. Brown, 84 Md. App. 640, 648 (1990)
Atlantic Mutual v. Kenney, 323 Md. 116, 127 (1991)
Fishow v. Simpson, 55 Md. App. 312, 323 (1983)
Yaffe v. Scarlett Place Residential Condominium, Inc. 205 Md. App. 429, 454 (2012)
Boyd v. Mercantile Safe Deposit & Trust Co., 28 Md. App. 18, 22 (1975)
Powichroski v. Sicinski, 139 Md. 376 (1921)
Atty. Griev. Comm'n v. Jarosinski, 411 Md. 432, 448 (2009)
Atty. Griev. Comm'n v. Kepple, 432 Md. 214, 224 (2013)
Scott v. Jenkins, 345 Md. 21, 37 (1997)
Owens-Illinois, Inc. v. Zenobia, 325 Md. 420, 460 (1992)
Shader v. Hampton Imp. Ass'n., Inc., 443 Md. 148, 161 (2015)

Statutes

Md. Rule 2-322
Md. Rule 19-300.1(20)

Treatises

25 Samuel Williston, A Treatise on the Law of Contracts § 67:2

Respectfully submitted,

/s/Daniel R. Hodges
Daniel R. Hodges
AIS# 0612120390
ECCLESTON & WOLF, P.C.
Baltimore-Washington Law Center
7240 Parkway Drive, 4th Floor
Hanover, MD 21076-1378
(410) 752-7474
(410) 752-0611 (fax)
E-mail: frederick@ewmd.com
Attorney for Defendant

/s/Daniel W. Pei
Daniel W. Pei
AIS# 2012180168
ECCLESTON & WOLF, P.C.
Baltimore-Washington Law Center
7240 Parkway Drive, 4th Floor
Hanover, MD 21076-1378
(410) 752-7474
(410) 752-0611 (fax)
E-mail: pei@ewmd.com
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of December, 2023, copies of the foregoing Memorandum of Law were e-filed via MDEC and served by first-class, postage pre-paid, mail on:

Justin K. Holder
308 W. Chaplin Street
Sharpsburg, Maryland 21782
Plaintiff, pro se

/s/Daniel R. Hodges
Daniel R. Hodges (AIS# 0612120390)

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Docket: 12/7/2023 12:28 PM; Submission: 12/7/2023 12:28 PM
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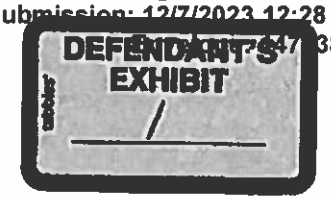

Circuit Court for Washington County
Case No. C-21-CV-20-000371

UNREPORTED*

IN THE APPELLATE COURT

OF MARYLAND**

CONSOLIDATED CASES

Nos. 1145 & 1457

September Term, 2022

JUSTIN HOLDER & UNCLE EDDIES BROKEDOWN PALACE, LLC

v.

JEFFREY YOUNG

Shaw,
Kehoe,
Battaglia, Lynne A.
(Senior Judge, Specially Assigned),

JJ.

Opinion by Battaglia, J.

Filed: May 26, 2023

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

**At the November 8, 2022 general election, the voters of Maryland ratified a constitutional amendment changing the name of the Court of Special Appeals of Maryland to the Appellate Court of Maryland. The name change took effect on December 14, 2022.

In September of 2020, Jeffrey Young, Appellee, filed a Complaint against Justin Holder, Deena Holder, and all other interested but unknown parties, to quiet title to a piece of land in Keedysville, Maryland that he owned and to enjoin the Holders from trespassing on the property. Uncle Eddies Brokedown Palace, LLC[1] ("Uncle Eddie") responded to the Complaint as an interested party. After a bench trial in the Circuit Court for Washington County, the trial judge entered a declaratory judgment in favor of Mr. Young, finding that he was the owner of the property by deed as well as by adverse possession, that Mr. Holder did not own any part of the property, and that the Holders and Uncle Eddie did not have an easement over the land; he then enjoined them from entering onto Mr. Young's property.

Justin Holder and Uncle Eddie, Appellants,[2] appealed, presenting us with a plethora of questions, which we have renumbered and summarized:[3]

---

[1] Uncle Eddies Brokedown Palace, LLC is registered as a New Mexico limited liability company associated with Justin and Deena Holder.

[2] Deena Holder filed a "Brief of Appellee" in the instant case, after having failed to file a notice of appeal. In response, Mr. Young filed a "Motion to Dismiss Appeal Pursued by Deena Holder," in which he sought dismissal of Deena Holder's appeal, or in the alternative, requested that her brief be stricken. On March 13, 2023, this Court ordered Deena Holder's "Brief of Appellee" be stricken. Deena Holder, subsequently, filed a "Motion to Alter or Amend Order Striking Deena Holder's Brief," in which she asked the court to reconsider the order striking her appellee's brief. We, subsequently, denied her motion.

Jeffrey Young also filed a Motion to Impose Attorneys' Fees against Mr. and Ms. Holder to compensate his expenses for responding to Mr. Holder's two interlocutory appeals, which were dismissed as premature, and Ms. Holder's Brief of Appellee, which was stricken. We will discuss the disposition of his motions *infra*.

[3] Justin Holder's questions, as presented, were:

1. Did the trial court err in determining Appellant's quitclaim deeds

(continued...)

(...continued)

constituted "subdivisions" under the Keedysville Subdivision Regulations?
2. If not, did it err in determining that the deeds were void ab initio?
3. Did the trial court err in declining to dismiss the case for failure to join all parties?
4. Did the trial court err in declining to dismiss the case for failure to state a claim for declaratory judgment?
5. Did the trial court err, and thus deny Appellant due process and the right to a fair trial, by prohibiting Appellant from introducing evidence relevant to his Answer and defenses at trial?
6. Did the trial court err in determining Appellee adversely possessed Parcel 3?
7. Did the trial court err in determining that Appellee had record title to Parcel 3?
8. Did the trial court err in striking the Appellant's Bill *Quia Timet*?
9. Did the trial court err in determining Appellee's "Complaint and Petition deal with questions that are only within the purview of a court and are not within the purview of a jury?"
10. Did the trial court err in granting relief as to Parcel 1 and other land outside of Parcels 2 and 3, and thus deny Appellant due process of law, where such relief was not sought in the Complaint, and where such land was not in rem?
11. Did the trial court err in failing to grant Appellant a hearing on his anti-SLAPP motion?

Uncle Eddie's questions, as presented, were:

A. Where the trial court found the Cost Deed conveyed an express easement with intent to provide access over lands of Cost generally following the "Cost/Keedy divisional line" to the county road; did the trial court err locating easement?
B. Was the trial court's legal conclusion in interpretation of the Cost Deed correct?
C. If the trial court was correct that the easement was defective, did Appellant Uncle Eddie's predecessors or public acquire easement by prescription?
D. If Cost Deed conveyed express easement, was the trial court legally correct in its determination that the express easement had been lost to estoppel?
E. If Cost Deed conveyed express easement, was the trial court legally correct in its determination that the express easement had been lost to adverse possession?

(continued...)

1. Whether the trial court erred by denying Mr. Holder's jury demand?
2. Whether the trial court erred by declining to dismiss the case for failure to join necessary parties?
3. Whether the trial court erred by declining to dismiss the case for failure to state a claim for declaratory judgment?
4. Whether the trial court erred by dismissing Mr. Holder's Anti-SLAPP motion?
5. Whether the trial court erred by dismissing Mr. Holder's Bill *Quia Timet*?
6. Whether the trial court erred by determining that the existence and opening of public roads was a legislative function?
7. Whether the trial court abused its discretion by setting time limits for each side to present its case at trial?
8. Whether the trial court abused its discretion by granting a non-party witness a protective order and denying Mr. Holder's motion to compel?
9. Whether the trial court erred by including Parcel 1 in its Ruling?
10. Whether the trial court erred by finding Mr. Young held record title to Parcel 3?
11. Whether the trial court erred by determining that Mr. Holder's quitclaim deeds were void?

(...continued)

F. If Appellants' predecessors acquired a prescriptive easement, was the trial court legally correct in its determination that the easement had been lost to adverse possession?

G. If Appellants' predecessors acquired a prescriptive easement, was the trial court legally correct in its determination that the easement had been lost to estoppel?

H. When a covenant or easement is placed in the chain of title to property by the developer restricting land use, may a later owner of that land, or court, ignore or treat the covenant or easement as meaningless?

I. Did the trial court apply correct legal standards in the balancing test it performed in accordance with public policy related to Town of Keedysville's Subdivision Ordinance?

J. Did the trial court err or abuse its discretion when excluding evidence of Public Roads?

K. Did the trial court err or abuse its discretion in determining Petitioner's pleadings adduced sufficient evidence that Respondents were on notice of claims and relief to Parcel 1 not "in rem"?

L. Did Petitioner's pleadings adduce sufficient evidence to shift burden to Respondents to prove bona fides when it adjudicated Petitioner's title to Parcel 1 and locating the Wagon Road easement to the extent it burdened Parcel 1?

12. Whether there was sufficient evidence to support a judgment for adverse possession in Mr. Young's favor?
13. Whether the trial court erred by finding the "wagon road" easement defective?
14. Whether the defendants or their predecessors in title or the public acquired an easement by prescription or a public road by prescription over Mr. Young's property?
15. Whether the trial court erred by finding the "wagon road" easement terminated?

PROCEDURAL HISTORY

In September of 2020, Jeffrey Young filed a "Complaint and Petition to Quiet Title and for Declaratory and Injunctive Relief" against Justin Holder, Deena Holder, and all other interested but unidentified parties. Notices of the Complaint were published in a newspaper of general circulation in Washington County, for three consecutive weeks, pursuant to Section 14-615 of the Real Property Article, Maryland Code (1974, 2015 Repl. Vol., 2019 Supp.)[4] and Maryland Rule 2-122.[5] The notices requested that "any person who

[4] All statutory references to the Real Property Article are to Maryland Code (1974, 2015 Repl. Vol., 2019 Supp.).

Section 14-615 of the Real Property Article provides, in pertinent part:

> If, on affidavit of the plaintiff, it appears to the satisfaction of the court that the plaintiff has used reasonable diligence to ascertain the identity and residence of and to serve a summons on the persons named as unknown defendants and persons joined as testate or intestate successors of a person known or believed to be dead, the court shall order service by publication in accordance with Rule 2-122 of the Maryland Rules and the provisions of this subtitle.

[5] Maryland Rule 2-122(a) provides:

> In an in rem or quasi in rem action when the plaintiff has shown by affidavit that the whereabouts of the defendant are unknown and that reasonable efforts have been made in good faith to locate the defendant, the court may order service by the mailing of a notice to the defendant's last known address and:

(continued...)

has or claims an interest" in the property described by Mr. Young's Complaint, "shall file an answer." Justin and Deena Holder, thereafter, filed their Answers to Mr. Young's Complaint, and in "respon[se] to the published notice," Uncle Eddie also filed an Answer.

In his Complaint, Mr. Young sought to quiet title by deed and/or by adverse possession, real property located at 13 Dogstreet Road in Keedysville, Maryland, known as Parcels 2 and 3, as shown on Plat 2499:

> 3. The real property in question is located in Washington County, Maryland, and is more particularly shown and described as Parcels 2 and 3 on the Plat entitled "Property Line Survey for Harry Wickline" dated June 15, 1988, and recorded among the Plat Records for Washington County, Maryland, at Plat Record 2499.
>
> * * *
>
> 8. There exists an actual controversy of a justiciable issue between Plaintiff and Defendants within the jurisdiction of the Court involving the rights of the parties and ownership of the Parcels.
>
> 9. That by virtue of Deeds dated January 3, 1988, August 16, 1993, and May 28, 2017, and recorded respectively in Liber 885, Folio 110, Liber 1108, Folio 790, and Liber 5512, Folio 226 among the Land Records of Washington County, Maryland, Plaintiff claims title as sole owner of the Parcels described on the Plat and Deeds, attached hereto and incorporated herein by reference, labeled Exhibits A, B, C, D.

(...continued)

> (1) by the posting of the notice by the sheriff at the courthouse door or on a bulletin board within its immediate vicinity, or
> (2) by publishing the notice at least once a week in each of three successive weeks in one or more newspapers of general circulation published in the county in which the action is pending, or
> (3) in an action in which the rights relating to land including leasehold interests are involved, by the posting of the notice by a person authorized to serve process in accordance with Rule 2-123 (a) in a conspicuous place on the land.

> 10. The Land Records, Tax Records and Tax Maps of Washington County, Maryland, reflect that title to the Parcels is held by Jeffrey L. Young.
>
> 11. Since the execution and recording of the aforesaid Deed dated January 3, 1988, and recorded at Liber 885, Folio 110, Plaintiff has been in actual, exclusive, open, visible, notorious, continuous, peaceable, hostile, and adverse possession of the property shown as Parcels 2 and 3 on the aforesaid Plat Folio 2499.
>
> 12. From the date of said Deed forward, Plaintiff has paid the taxes in connection with the aforesaid property and has utilized and maintained the property as his own.
>
> 13. Plaintiff's actual, exclusive, open, notorious and adverse possession of the property has been for a continuous period of more than thirty-two (32) years, through actual possession and under color of title.
>
> 14. Prior to the execution and recording of the aforementioned Deeds to Plaintiff, Plaintiff's predecessors in title had also been in actual, exclusive, open, visible, notorious, continuous, peaceable, hostile, and adverse possession of the herein described property.

Mr. Young sought a declaration that he was the sole owner of Parcels 2 and 3 and that no other person had any rights or interests in such property. In addition, Mr. Young sought to enjoin the Holders from entering Parcels 2 and 3, as he alleged that Mr. Holder had entered the property on multiple occasions without permission:

> 17. Over the last several months, Defendant Justin Holder has attempted to enter the aforesaid property to construct roadway over said property, thereby damaging and destroying mature trees and underbrush. Although his efforts have been thwarted by Plaintiff and Plaintiff's neighbors, his efforts have caused repeated altercations and confrontations, with both Plaintiff and the property owners abutting Plaintiff's property.
>
> 18. After Plaintiff denied Defendant Justin Holder access to Plaintiff's land, Defendant Justin Holder offered to purchase an easement over Plaintiff's land for Five Thousand and 00/100 ($5,000.00) Dollars. When that offer was rejected, Defendant Justin Holder embarked upon prolonged campaign of harassment, bringing or attempting to bring others including surveyors, heavy equipment, electricians, and well drillers upon Plaintiff's land, some of whom reported to Plaintiff that Defendant Justin Holder claimed to them to have purchased the property from a "developer".

> 19. Defendant Justin Holder's actions in trespassing upon Plaintiff's land have caused damage to Plaintiff's property and severe emotional aggravation to Plaintiff and Plaintiff's family.

Although he named only Justin and Deena Holder, Mr. Young alleged that he also had made "reasonable and good faith efforts to locate" any interested but unknown parties:

> 20. There is no person or party, of record or in fact, having or claiming to have any hostile, right, or interest in or to said property. Plaintiff has made reasonable and good faith efforts to locate any such party by conducting thorough examination of all pertinent land, and estate and tax records for Washington County, Maryland, and has as well interrogated the owners of adjoining properties in order to uncover such claims and none have been uncovered.

Accordingly, Mr. Young requested the following relief:

> 1. That this Honorable Court decree that the Plaintiff is the owner in fee simple of the property shown as Parcels 2 and 3 on Plat 2499 referenced in the Complaint;
>
> 2. That the Court decree that the Defendants have no estate, right, title, or interest in said property or any part thereof; and
>
> 3. That Defendants be forever barred from asserting any right, title, or estate of any nature in or to said property adverse to this Plaintiff; and
>
> 4. That Defendants be enjoined from entering upon Plaintiff's said property; and
>
> 5. That the title to the aforementioned property be quieted and any cloud removed thereon; and
>
> 6. That an Order be passed pursuant to the Maryland Rules of Procedure 2-122 providing that service of process upon the unknown Defendants be accomplished as follows:
>
> > a. By posting notice of the proceedings by the Sheriff on the properties and on the Court House Door or bulletin board or in the immediate vicinity thereof; and
> > b. By publishing that same notice in newspaper of general circulation in Washington County, Maryland in three (3) successive weeks.

On October 26, 2020, the Holders and Uncle Eddie[6] filed their Answers. In Mr. Holder's Answer, he claimed record ownership of Parcels 2 and 3, and he asserted various defenses:

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the Statute of Limitations.
3. Plaintiff's claims are barred by Laches.
4. Plaintiff's claims are barred by Estoppel.
5. Plaintiff's claims are barred by the doctrine of Waiver.
6. Plaintiff's claims are barred by the failure to join parties under Md. Rule 2-211.
7. Plaintiff's claims are barred by the lack of necessary parties.
8. Plaintiff's claims are barred by lack of jurisdiction.
9. Defendant has superior title to Plaintiff.
10. Defendant possesses all legal and equitable rights of access, easement, title and/or necessity in and over lands claimed by Plaintiff.

Mr. Holder claimed that he "own[ed] the fee simple land claimed by Plaintiff, which land is also subject to a record-title right of way, public road, prescriptive easement, and an easement by implication." Mr. Holder also "specifically denie[d] the accuracy of plat [2499]" and "denie[d] that the Plaintiff had made reasonable good faith efforts to locate" any interested parties. In his Amended Answer, filed on September 6, 2021, Mr. Holder included a fuller explanation of his claims, and in a Second Amended Answer, filed on April 12, 2022, he included even greater explanations and four additional defenses:

- Plaintiff's reliance on the title and/or rights of 3rd parties is *ultra vires* and/or barred by non-mutual defensive collateral estoppel.

[6] Uncle Eddie initially filed his Answer on October 26, 2020, but the court found such Answer "deficient per Rule 20-203(d)," because "the party's name is not an identical reference to the name of each party[.]" As such, Uncle Eddie re-filed his Answer on October 27, 2020 with the corrected party names.

- Plaintiff's claims of Laches asserted on behalf of parties who neglected to appear in Court and avail themselves of their rights is *ultra vires* and/or barred by *res judicata*.
- Plaintiff's claims in equity are barred by the Clean Hands Doctrine.
- Plaintiff's claims in law are barred by *in pari delicto*.

In Ms. Holder's Answer, she denied Mr. Young's ownership by deed of Parcels 2 and 3 and asserted that she "possesse[d] rights over parcels claimed by Plaintiff by virtue of her own priority of title, continuous usage by predecessors, priority of title by others, and use as a public road."[7] She also claimed to possess "all legal and equitable rights of access, easement, title and/or necessity in and over lands claimed by Plaintiff." Ms. Holder then stated that "Justin Holder has lawfully acted on lands claimed by Plaintiff," and further asserted that the Complaint failed to state a claim and failed to join necessary parties, as well as that it was barred by the Statute of Limitations, laches, doctrine of waiver, estoppel, and lack of jurisdiction.

As an "interested party," Uncle Eddie also filed an Answer in "respon[se] to the published notice" of the Complaint. Uncle Eddie denied Mr. Young's ownership of Parcels 2 and 3 and asserted the same claims and defenses as Ms. Holder. The Holders and Uncle Eddie all demanded declaratory relief in their favor and for the dismissal of Mr. Young's Complaint.

[7] Deena Holder alleged in her "Motion to Dismiss for Failure to Join Necessary Parties," filed June 13, 2021, that she owned two properties, 25 and 28 Antietam Drive in Keedysville, Maryland, which were located near Mr. Young's land, and that her properties included a deeded right of way, which ran along Mr. Young's Parcels 2 and 3.

Prior to the trial in the case, Mr. Holder filed copious pleadings.[8] For purposes of this appeal, the pleadings implicated herein include the following:

[8] Pleadings filed by Mr. Holder not in issue in this appeal include:

A "Motion in Support of Deena Holder's Motion to Dismiss and Motion for Final Judgment of Recorded Title to Parcel 3." The court denied his motion with prejudice.

A "Motion to Alter or Amend" the court's denial of his motion for "Final Judgment of Recorded Title to Parcel 3." The court denied his motion.

A "Motion as a Matter of Law—Termination by Estoppel is Unavailable," in which he argued that Maryland does not recognize the termination of easements by estoppel. The court denied his motion.

A "Motion to Compel Discovery" against Mr. Young. The motion was "denied in part, and balance of the motion [was] withdrawn by movant."

A "Motion for Sanctions" under Maryland Rule 1-341 against Mr. Young. The court denied his motion with prejudice.

A "Motion to Compel Discovery" against Scott Morral, Lot Owner No. 9 of the neighboring Stonecrest subdivision development. The court denied his motion.

A "Motion to Compel Discovery" against the Town of Keedysville. The motion was granted in part and denied in part.

A "Motion to Alter or Amend Hearing Sheet for January 13th Show Cause Hearing for Non-Appearance of Carissa Meyers." The court denied his motion, explaining that while Carissa Meyer did not appear at the show cause hearing, neither did Mr. Holder.

A "Motion to Alter or Amend February 10th Order and Reschedule Show Cause Hearing for Non-Appearance of Carissa Meyer." The court denied his motion.

A "Motion Requesting Leave of Court to Reschedule the Deposition of Christopher Joliet [Plaintiff's expert] on February 16th, 2022." The court denied his motion.

A "Motion to Shorten Time" to respond to "Motion Requesting Leave of Court to Reschedule the Deposition of Christopher Joliet." The court denied his motion as moot.

A "Motion to Compel" against the Maryland Department of Natural Resources for discovery. The motion was granted in part and denied in part.

A Motion to alter or amend the court's order denying in part his motion to compel the Department of Natural Resources. The court denied his motion.

(continued...)

In May of 2021, Mr. Holder filed a motion titled, "Motion for Rule 2-211 Required Joinder of Parties," in which he urged the court to consolidate the instant case with a separate action filed by Benjamin Estes, the owner of neighboring property, which was also pending in the circuit court but was not related to the case. The court denied his motion.

Mr. Holder also filed a document titled, "Bill *Quia Timet*," in which he alleged that the "stone" used as a starting point to describe Mr. Young's land in his predecessor's 1966 deed, was the same "stone" used as a starting point to describe Mr. Holder's land in his quitclaim deeds, and therefore, requested the court to declare it as such. The court denied the motion and later denied its reconsideration. Mr. Holder appealed the denial of the decision, but we ultimately dismissed the appeal as premature.

Later in the year, Mr. Holder filed a "Counterclaim—Bill of Complaint *Quia Timet* for Declaratory Judgment of Law and Injunctive Relief in Equity," in which he requested the same declaration as in his "Bill *Quia Timet*," and to remove the cloud he alleged existed on the property. The court ultimately granted Mr. Young's motion to strike the counterclaim but noted in its order that, "[t]his order does not limit the defenses that the

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(...continued)

A "Motion to Bifurcate," which the court ultimately denied as moot.

A "Red Herring" Objection, which the court ultimately denied, finding "no good cause."

An "Objection Article IV Section 23 of Maryland Constitution," with respect to the court's delay in entering a judgment. The court denied his objection.

A "Motion to Stay Order," which the court ultimately denied.

An "Objection for the record—June 7th, 2022 Ruling Limiting Trial Time to 8 Hours," which the court ultimately denied.

defendant may utilize at trial." Mr. Holder, then, filed a motion to revise the court's order striking the counterclaim, which the court denied.

Mr. Holder's attempt to garner a jury trial was the subject of a number of pleadings, which will be discussed separately. The court ultimately denied his demands for a jury trial.

Mr. Holder's attempts in the instant case to depose and request documents from Christine Morral, the owner of Lot No. 9 in Stonecrest, a neighboring development which consisted of twenty-one single family homes, was thwarted by the grant of a protective order pursued by Ms. Morral and the denial of Mr. Holder's motion to compel. Ms. Morral alleged that Mr. Holder had sued her separately for defamation and was using the instant case as a vehicle to garner discovery for the other case, in which documents had been produced and interrogatories answered by Ms. Morral. Mr. Holder deposed Ms. Morral, and thereafter, the court found "good cause" to grant Ms. Morral's protective order and to deny Mr. Holder's motion to compel.

Mr. Holder, then, filed a "Motion to Dismiss or in the Alternative Collateral Estoppel of Interested Parties." He argued that parties that he alleged were interested, such as Stonecrest Lot Owner Nos. 10-14 and the public at large, should be bound by the court's judgment and collaterally estopped from raising future claims to the land in dispute, because they had been put on "constructive notice" of the instant suit. In the motion, Mr. Holder also alleged that Mr. Young had filed his Complaint to prevent Mr. and Ms. Holder from achieving a favorable result from the local government to obtain better access for Uncle Eddie's and Ms. Holder's properties to roadways, pursuant to the Maryland Anti-SLAPP statute, Section 5-807 of the Courts and Judicial Proceedings Article, Maryland

Code (1973, 2013 Repl. Vol.).[9] The motion was denied without a hearing, as the court found "no good cause." Mr. Holder immediately appealed the denial, but this Court ultimately dismissed the appeal as premature.

Mr. Holder filed a "Motion to Dismiss—Failure to State a Claim," in which he alleged that Mr. Young had failed to identify the record owner of Parcel 3 and that Mr. Young failed to assert a justiciable controversy against the defendants, as required by the Declaratory Judgment Act, Sections 3-401 to 3-415 of the Courts and Judicial Proceedings Article. The court denied his motion. On that same day, Mr. Holder filed an Objection to the court's denial of the motion, which the court denied, finding "no good cause."

Trial Judge's Findings

In June of 2022, a three-day bench trial was held. After hearing testimony of several witnesses, including three experts, and receiving various documents in evidence, the trial judge, three months later, made various findings.

The judge found that Mr. Young had purchased real property, located at 13 Dogstreet Road in Keedysville, Maryland, from Harry and Lempi Wickline in 1988 by deed, to which a plat was attached, identified as Plat 2499. The judge explained that the parcel depicted on Plat 2499, which was approximately 10.36 acres, was comprised of three

[9] All statutory references to the Courts and Judicial Proceedings Article are to Maryland Code (1973, 2013 Repl. Vol.).

In 2004, the General Assembly enacted the Maryland Anti-SLAPP statute to "protect individuals and groups, many with few assets, from defending costly legal challenges to their lawful exercise of such constitutionally protected rights as free speech, assembly, and the right to petition the government." Dep't Legislative Servs., *Fiscal and Policy Note, House Bill 930*, at 2 (2004 Session).

smaller parcels: Parcel 1, Parcel 2, and Parcel 3. The judge described Parcel 1 as approximately 10 acres, occupying the majority of Plat 2499, upon which Mr. Young's house and accessory buildings are located, with a driveway leading to Parcel 2. The judge described Parcel 2 as approximately 0.11 acres and serving as a roadway that connects Parcel 1 to Dogstreet Road, a public road. The judge described Parcel 3 as a 0.25-acre long piece of land, situated along the northwestern area of Mr. Young's property, lying east of and bordering land which was once a farm pasture, but is now a housing development consisting of twenty-one single family homes, a stormwater management area, and a forest conversation easement, known as Stonecrest.

The judge further found that Uncle Eddie owns Parcel 414, which lies near Parcels 1, 2, and 3, but does not border such parcels, as it is separated by an abandoned railroad and a Stonecrest forest conservation easement.

The judge also found that Deena Holder owns two properties, Parcel 412 and 127, which similarly lie near Parcels 1, 2, and 3, but do not border such parcels, as they also are separated by the same railroad and forest conservation easement.

Findings of Justiciability

The judge made findings involving the justiciability of the asserted claims. The judge found that Mr. Young sought to quiet title to Parcels 2 and 3, as shown on Plat 2499, by deed and/or by adverse possession.

The judge also found that Uncle Eddie claimed an easement over Mr. Young's property, and over other neighboring properties, for the purpose of access between Uncle Eddie's parcel and Dogstreet Road and for purposes of the construction of underground

utilities. The judge further found that Ms. Holder claimed the same easement over Mr. Young's property for the same purposes.

The judge then found that Mr. Holder claimed ownership by deed of either Parcel 3, a part of Parcel 3, or a separate area of land between Stonecrest and Parcel 3. The judge found that Mr. Holder also claimed that an easement existed over Mr. Young's land. Finally, the judge found that the Holders and Uncle Eddie contended that Mr. Young had not adversely possessed Parcel 3.

Findings Regarding Mr. Young's Record Ownership

The judge found that while Mr. Holder initially claimed ownership of Parcel 2, he had apparently abandoned the claim before trial.[10]

The judge found that Mr. Young's 1988 deed from his predecessors in title, the Wicklines, was "a valid deed of transfer of, at a minimum, Parcel 1 and Parcel 2, and it is properly recorded in the Land Records of Washington County." The judge also found that Mr. Young had purchased a quitclaim deed for Parcel 2 in 1993 from Jennifer Butts, owner

[10] On June 7, 2022, during a pre-trial conference held immediately before trial, Mr. Holder stated, "Parcel 2, Mr. Young has, I don't think there's any dispute that he's acquired or perfected his title to Parcel 2." During the second day of trial, Mr. Holder also denied any claim of ownership to Parcel 1 or 2:

> The Court: So, you are Justin Holder. You are a Defendant in this action.
>
> Mr. Holder: Yes.
>
> The Court: As we already talked about today, you are not making claim of ownership of Parcel 1.
>
> Mr. Holder: Correct.
>
> The Court: You are not making ownership, claim of ownership of Parcel 2?
>
> Mr. Holder: Correct.

of the property at the time upon which Stonecrest was built. As a result, the judge concluded that "[f]or clarity in this decision, this court finds that Plaintiff has established that he is the record title owner to Parcel 1 and Parcel 2."

The judge then found that the description of the land in Mr. Young's 1988 deed did not delineate the property as Parcels 1, 2, and 3. The judge noted, however, that the property was described as the entire perimeter of the property reflected on Plat 2499. The judge further explained that in the "BEING" clause of the 1988 deed, the lands were described as "all of Parcels 1, 2, and 3 of the lands conveyed by Roy G. Reeder and Mae H. Reeder, his wife, to Harry E. Wickline and Lempi L. Wickline by deed...and described on a plat entitled 'Property Line Survey for Harry Wickline[.]'" The judge noted that the Wickline's 1966 deed from their predecessors in title, Roy and Mae Reeder, described the three parcels separately. The judge found that the 1988 and 1966 deeds, at a minimum, gave Mr. Young "color of title"[11] to Parcel 3.

The judge, then, evaluated the deeds and plats for the neighboring Stonecrest property. The judge found that since 1996 until the present, each deed and plat that conveyed Stonecrest indicated that its eastern boundary directly abutted the western edge

[11] "Color of title" means "that which in appearance is title, but which in reality is not good and sufficient title." *Gore v. Hall*, 206 Md. 485, 490 (1955). A deed will "give color" only if it is "*prima facie* good in appearance as to be consistent with the idea of good faith on the part of the party entering under it." *Id.* at 490-91.

Mr. Young's land, which included Parcel 3.[12] Accordingly, the judge found that Mr. Young's 1988 deed and the Wickline's 1966 deed, in combination with the Stonecrest deeds, established Mr. Young's record ownership of Parcel 3:

> The deeds and plats, taken together, indicate that Plaintiff is the record owner of Parcel 3 by deed with the western boundary of Parcel 3 shown on Plat 2499 abutting and bordering the eastern boundary of Stonecrest shown on Plats 8292-93, as said plats are recorded in the Land Records of Washington County, Maryland.

Findings Regarding Mr. Young's Adverse Possession of Parcel 3

The judge also found, in the alternative, that Mr. Young adversely possessed Parcel 3, after he had purchased and moved to the property in 1988, when he lived in a camper on Parcel 1, while renovating his home and used Parcel 2 to enter and leave the property daily. The judge explained that when Mr. Young bought the property, Parcel 3 was overgrown and unkept, covered with trees, thick brush, and debris. The judge found that Mr. Young

[12] The trial judge made the following findings as to the Stonecrest deeds and plats:

> The farm pasture that became Stonecrest was conveyed from Jennifer Butts to Thomas Davis by deed in 1996. The deed indicates that the eastern boundary of the farm pasture follows the western edge of Plaintiff's property. In 2003, Davis conveyed the same property to Stonecrest Development LLC, again stating that the eastern boundary of the farm pasture follows the western edge of Plaintiff's property. Stonecrest was subdivided in 2005 by Plats 8292-93 which show the eastern boundary of the farm pasture (soon to be houses) abutting the western edge of Plaintiff's property. Specifically, Plat 8293 shows eastern boundaries of Stonecrest Lots 10-13 and part of Lot 14 as abutting the "Wire Fence Remains" with all property southeast of the "Wire Fence Remains" belonging to Plaintiff Young. On re-plat of the subdivision in 2016, Plat 10650 shows the same metes and bounds description of the boundary between Parcel 3 and Stonecrest as is shown on Plat 8293. All deeds to the individual lots within Stonecrest refer to Plats 8292-93 and 10649-50 to establish the boundaries of the Stonecrest properties.

had maintained Parcel 3 by cutting trees and mowing, but after 5 years, Mr. Young let the area "return to its natural state" and grow naturally, which resulted in mature trees and thick brush covering the area again.

The judge found that while Mr. Young did not maintain Parcel 3 as he once had, Mr. Young, nevertheless, regularly managed and used Parcel 3 for over 30 years, as he maintained "No Trespassing" signs, ejected trespassers, cleared trash and debris, hunted, and gardened within the parcel. The judge also found that Mr. Young refinanced the entire property in 1999, that he had paid taxes as the owner of Parcel 3 since its purchase, and that the local tax map reflected Mr. Young as the owner of the land abutting Stonecrest's edge. The judge found, as a result, that Mr. Young had adversely possessed Parcel 3:

> [Mr. Young] and his stepson have used Parcel 3 regularly in the same way that they use other undeveloped portions of the larger property. He has treated and used Parcel 3 as his own property, openly and against the world. He has not hidden. He has exercised dominion of the whole of Parcel 3 since 1988 as an owner would, with overt and objective action.

The judge determined that Mr. Young was operating under a color of title of Parcel 3 pursuant to his 1988 deed and satisfied his ownership, as well as that "Mr. Young has behaved for the last 34 years as the owner of Parcel 3 and has been recognized by others as the owner of Parcel 3."

Mr. Holder's Claim to Parcel 3

The judge found, from an exhaustive review of Mr. Holder's quitclaim deeds dated August of 2020, immediately prior to the suit, and other deeds dated November of 2020 and June of 2021, during the pendency of the suit, that Mr. Holder did not have valid record

title to Parcel 3. The judge reviewed Mr. Holder's quitclaim deeds from Stonecrest Development, LLC in 2020, and Jennifer Butts in 2020 and 2021:

> The first quitclaim deed is dated August 10, 2020, wherein Stonecrest Development, LLC quitclaims certain "remaining lands" to Justin Holder for $500. The "remaining lands" are described in survey attached to the deed from Fox & Associates, which describes the land as 8,296 square feet or 0.19 acres. The second quitclaim deed is dated November 3, 2020 and uses the same language to quitclaim the "remaining lands" from Jennifer D. Butts to Justin Holder for $500. Again, the "remaining lands" are described by the Fox & Associates survey as 8,296 square feet or 0.19 acres. The third quitclaim deed dated June 22, 2021 quitclaims the same land from Jennifer Butts to Justin Holder for $500.[13]

The judge relied upon Mr. Holder's own expert, George Nagel, who drafted the descriptions of the land in Mr. Holder's quitclaim deeds and who testified at trial. As to Mr. Holder's theory that his quitclaim deeds provided him ownership to land in between Stonecrest and Parcel 3, the judge found that Mr. Nagel testified that no such "Gap" of land existed, because Stonecrest directly bordered Mr. Young's land. Alternatively, as to Mr. Holder theory that the quitclaim deeds provided him with ownership of Parcel 3 itself, the judge found that Mr. Nagel testified that Parcel 3 could not have been transferred by Stonecrest Development, LLC or Ms. Butts (as predecessor to developer) to anyone, because they did not have any claim to Parcel 3, as it was not included in Stonecrest's deeds. As a result, the judge found that Mr. Holder's quitclaim deeds did not provide him

[13] The judge noted that, "[t]he only remarkable differences between the 2020 Butts-Holder deed and the 2021 Butts-Holder deed is that the newer deed contains more detailed history of alleged roads and easements in the area, and the newer deed makes reference to ownership of part of railroad bed, said bed not being at issue in this case."